

West Branch Area School District

356 Allport Cutoff

Morrisdale, Pa 16858

<http://www.westbranch.org>

FAX COVER SHEET

Date: 3-30-07 TIME: _____

TO: Schools + Libraries PHONE: _____

E-rate FAX: _____

Appeal

From: **West Branch High School** PHONE: 814-345-5615

FAX: 814-345-6116

RE: _____

Number of Pages including Cover Sheet 11

MESSAGES: Appeal For E-rate

Funding Year 2006 Letter of Appeal
From December 5, 2006 Funding Commitment Decision Letter
West Branch Area School District
Jeremy Craven
Technology Administrator
814-345-5615 x1998
jcraven@westbranch.org
3-30-07

To whom it may concern:

Pursuant to the recent denial of funding for the request number 1475497, we are resubmitting our contracts for further consideration. The form 470 Number is 156050000570823. I have attached the last 3 contracts for PC Works Company. The contracts enclosed will cover the time frame that we are requesting E-rate for.

Thanks,

Jeremy Craven
Technology Administrator

ENTERED

Contract # 30133- 090104

Network Support Agreement (NSA)

This Agreement is entered between PC Works Plus, Inc., a PA corporation and West Branch Area School District, located at 356 Allport Cutoff, Morrisdale PA 16858. This Agreement covers the twelve-month time period commencing September 1, 2004 and ending on August 31, 2005.

1. Service Description

All existing computer and networking equipment will be covered by this agreement.

The total number of hours defined in this contract will be 1280 hours. PC Works Plus, Inc. will inform the customer of the need to send any existing equipment to the original vendor for diagnosis and/or restoration at a rate of \$45.00/hr with a \$40 premise visit charge per visit.

PC Works Plus, Inc. will provide the following services:

- On-site diagnosis and resolution of Local Area Network or Component problems.
- Consulting and system planning services.
- All Equipment will qualify for a "No Charge" Pick-up and Delivery, from and to, the customer site in the event of a need for repair if Pick-up and Delivery occurs on the regularly scheduled day of on-site services. Any equipment that is to be picked up or delivered on a day other than the regularly scheduled day of on-site services will be subject to a flat \$25 fee.
- Installation, configuration, and verification of necessary patches, device drivers, and service pack updates that are needed to correct errors, improve performance, or interact with new hardware or software.
- Installation of version updates to key operating system software such as virus protect, tape backup, mail server, etc..
- New add-on equipment is eligible to be installed with agreement time at the customer's request (excluding major component or system upgrades).
- Emergency repair disk updates.
- Backup tape drive status checks (ensure successful backups are completed).
- Virus checking.
- Equipment and environment "health" checks.
- Volume space and memory availability checks on the file server.
- Check error logs.
- Clean and maintain temporary files created on server.
- Phone Support: Telephone Tech Support will be provided at a time debit of 15 minute increments (15 minute minimum) and will be deducted from the Agreement Total.

2. Service Limitations

The following list of services are not covered under the terms of this agreement unless otherwise determined by PC Works Plus, Inc. However, some services provided beyond the scope of this agreement may qualify for the LAN Management Services Agreement Package hourly rate of \$45.00.

- Any services necessary to resolve problems following changes introduced into the LAN environment by the Customer or his designated agent, without the prior written approval of PC Works Plus, Inc., will result in an additional bill at PC Works Plus, Inc. Agreement Rate.
- PC Works Plus, Inc. provides support only for the current and immediately preceding versions of software, and only to the extent such software is supported by the provider. PC Works Plus, Inc. is not liable for the performance or non-performance of software products or the provider's support services.
- Application specific software support is not provided, and is the sole responsibility of the customer (PC Works Plus, Inc. can only ensure successful operation in the networked environment, subject to vendor support, for any particular application).
- Training of the Customer's staff on LAN administration, management, or software packages.
- All cables, connectors, accessories, and interfaces used to attach hardware to the LAN.
- Excluded from this Agreement are program development, programs written by PC Works Plus, Inc. personnel, isolation of program code problems, and data recovery resulting from software or hardware malfunctions.
- Customer requests for services to be performed outside PC Works Plus, Inc. normal hours of operation, which in PC Works Plus, Inc. opinion could be performed during normal business hours with minimal disruption to the Customer, shall be subject to PC Works Plus, Inc. staff availability, and will be charged at a time and one-half (1 1/2) factor of the PC Works Plus, Inc. Agreement Rate.
- Installation of Add-on Equipment where specifications were not provided and/or verified by PC Works Plus, Inc..
- Installation & Configuration of Major System or Component Upgrades.
- Vendor required support, including shipping and handling fees, for any covered equipment to and from the vendor is not covered.
- Equipment costs that are not covered by vendor/manufacture warranty programs.

3. Customer Responsibilities

- Customer must provide PC Works Plus, Inc. with convenient and timely access to the equipment covered under this Agreement, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary by PC Works Plus, Inc. to service the LAN System.

- Customer must follow routine operating procedures for the LAN, with regards to periodic backups, physical and access security, and periodic capacity monitoring.
- Customer is responsible for ensuring that all software, including future version upgrades, have been properly licensed from the software provider. Under no circumstances will PC Works Plus, Inc. be liable for unlicensed software that is installed on the Customer's premises. The Customer indemnifies PC Works Plus, Inc. for all costs, expenses, fees and damages if PC Works Plus, Inc. is sued by the software provider for software which is installed at the customer's site.
- Customer is responsible for all software license and license upgrade fees.
- Customer is responsible for all software license tracking.

4. Payment

- The annual contract fee will be \$57,600.00 and \$6240.00 for approx 156 service trips at \$40 per visit. Invoices will be sent monthly in the amount of \$5320.00/mo. (includes premise visit costs of \$40 per trip). Reports will be sent with monthly invoices to show the amount of time used and the amount of time available for the contract.
- If Customer fails to pay any sum when due or fails to perform under this or any other agreement with PC Works Plus, Inc., PC Works Plus, Inc. may discontinue performance ten days after written notice is given.
- Interest on all unpaid invoices will be charged at the rate of 1 1/4% per month 30 days after due date.

5. General

- If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned for the benefit of creditors, the other party may cancel this Agreement, but all amounts due until date of cancellation shall be paid in full.
- Customer may not assign any rights or obligations under any part, or the whole of this Agreement nor may PC Works Plus, Inc. assign any rights or obligations under any part, or the whole of this Agreement without written approval of the customer.
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- Hours not used by the expiration date of the agreement period will be forfeited and may not carry over to a new agreement.

6. Entire Agreement

- This Agreement and the documents referred to herein shall be the entire, full and complete Agreement between the parties concerning the subject matter hereof, and shall supersede all prior agreements. No representations, warranties, inducements, promises, or agreements, oral or otherwise, exist which are not embodied herein. No amendments, changes or variances from this Agreement shall be binding on either party unless the same is in writing and executed by the parties hereto.

7. Jurisdiction

- This Agreement shall be construed and enforced pursuant to the laws of the State of Pennsylvania. The venue for all litigation pertaining to this Agreement shall be Blair County, Pennsylvania. The prevailing party in any litigation shall be entitled to reimbursement for attorney's fees, costs and other expenses pertaining to said litigation and said attorney's fees, costs, and other expenses shall become a part of any judgment or verdict.

8. Notices

- All notices and other communications provided for by this Agreement shall be made in writing (1) either by actual delivery of the notice into the hands of the parties entitled thereto, or (2) by the mailing of the notice in the U.S. mail to the last known address of the parties entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received if delivered on the date of its actual receipt by the party entitled thereto, and if mailed on the date of its mailing. Notice shall be sent to: _____

Seller:

PC Works Plus, Inc.
PO Box 190
Old Rt 220 and Stadium Drive
Bellwood, PA 16617

Customer:

West Branch Area School District
356 Airport Cutoff
Morrisdale PA 16858

9. Notice of Default

- Except for nonpayment of an invoice from PC Works Plus, Inc. or unreasonable delays in response time to a customer request for non-emergency and emergency service, any party to this Agreement shall not be deemed in default, breach or non-compliance with any term or provision of this Agreement and no action shall be taken regarding any default, breach or non-compliance unless all of the following have occurred:

(a) Non-breaching party shall send breaching party a written notice setting forth in detail: any default, breach or non-compliance; specify what act or omission of breaching party caused said default, breach or non-compliance; when said act or omission occurred; what provision or term of said Agreement is involved; and what acts breaching party must perform to cure default, breach or non-compliance.

(b) Said notice must be sent regular and certified mail, return receipt requested, addressee only with postage prepaid to breaching party at the address set forth herein;

(c) Thirty (30) days must elapse from the time said notice is received by breaching party.

(d) Breaching party has not cured said default, breach or non-compliance within said thirty (30) days.

10. Binding Effect

• This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, conservators, guardians, heirs, administrators, executors, successors and assigns.

11. Executed Copies Deemed Originals

• All executed copies of this instrument shall be deemed to be the original even though physically produced by the use of automatic, printing or copy machines.

12. Waiver of Breach

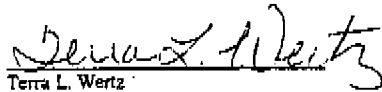
• The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

13. Further Actions

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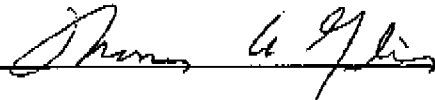
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• Neither party shall be responsible to the other for damages or delays caused by force majeure, acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such acts shall include but are not limited to unusual weather affecting performance of this contract, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations and the inability, with reasonable diligence, to supply personnel, equipment or material.



Terra L. Wertz
PC Works Plus, Inc.
Vice President/Sec./Treas.

Agreed to by:
West Branch Area School District

By: 

(signature)

Contact Name: Thomas A. Giles

(print)

Title: Superintendent

Date: 8/5/2004

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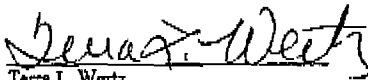
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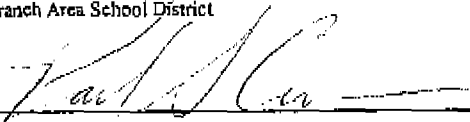
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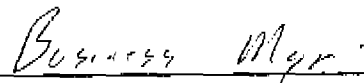
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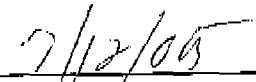
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(signature)

Contact Name: 

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Title: 

Date: 

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(d) Breaching party has not cured said default, breach or non-compliance within said thirty (30) days.

10. Binding Effect

▪ This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, conservators, guardians, heirs, administrators, executors, successors and assigns.

11. Executed Copies Deemed Originals

▪ All executed copies of this instrument shall be deemed to be the original even though physically produced by the use of automatic, printing or copy machines.

12. Waiver of Breach

▪ The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

13. Further Actions

▪ Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

14. Force Majeure

▪ Neither party shall be responsible to the other for damages or delays caused by force majeure, acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such acts shall include but are not limited to unusual weather affecting performance of this contract, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations and the inability, with reasonable diligence, to supply personnel, equipment or material.

Terra L. Wertz
PC Works Plus, Inc.
Vice President/Sec./Tres.

Agreed to by:
West Branch Area School District

By: _____ (signature)

Contact Name: _____ (print)

Title: _____

Date: _____